

1 BILL NO. S-86-10-06

2 PROPOSED ORDINANCE NO. _____

3 AN ORDINANCE TO PROVIDE FOR COLLECTIVE BARGAINING
4 AND THE ARBITRATION OF DISPUTES WITH RESPECT TO
5 EMPLOYEES OF THE CITY OF FORT WAYNE, INDIANA

6 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
7 INDIANA, THAT:

8 SECTION 1. REFERENCE. This Ordinance may be cited and referred
9 to as the City Employees' Collective Bargaining and Arbitration
10 Ordinance.

11 SECTION 2. POLICY. It is hereby declared to be the public
12 policy of the City of Fort Wayne, Indiana:

13 A. That the City should recognize each labor organization
14 as selected by the majority of Employees in an appropriate
15 unit, and that such organizations should have the right
16 to bargain collectively in their respective members' behalf.

17 B. That a reasonable, fair and equitable method of settling
18 disputes between City Employees and the City of Fort Wayne
19 should be established in the public interest.

20 C. That in the protection of the public health, safety and
21 welfare of the citizens of Fort Wayne, Indiana, City
22 Employees in the respective units thereof should not, and
23 will not, be accorded the right to strike. A strike will
24 constitute a violation of this ordinance.

25 SECTION 3. DEFINITIONS. As used in this ordinance, the
26 following terms shall have the following meanings, unless the context
27 requires a different interpretation:

28 A. The term "Bargaining Unit" or "Unit" shall apply to:

29 (1) City Utilities Departments. Representation includes
30 all non-supervisory personnel not specifically classified
31 as "confidential" in the following bargaining units:

32 (a) Water Maintenance and Service

33 (b) Water Pollution Control Plant

34 (c) Water Filtration Plant

35 (d) Water Pollution Control Maintenance

(e) General Office

(f) All other Non-supervisory, Non-Confidential Employees

(2) Civil City Departments. Representation includes all non-supervisory personnel not specifically classified as "confidential" in the following bargaining units:

(a) Fort Wayne Parks and Recreation

(b) Street Department

(c) All other Non-Supervisory, Non-Confidential Employees

B. The term "City Employees" shall mean all Employees of the City Utilities Departments and Civil City Departments, excluding Commissioned Police and Fire Personnel, in an appropriate unit.

C. The term "City" shall mean the City of Fort Wayne and those officially designated person(s) by the Mayor, who shall act on behalf of the City on all factors.

D. The term "factors" shall mean wages, hours of employment, fringe benefits and working conditions.

E. The term "Exclusive Representative" shall mean the labor organization selected by the majority of Employees in an appropriate unit to represent them as to wages, hours of employment, fringe benefits and working conditions.

F. The term "strike" shall mean any group action or refusal to act, which results in any interference with normal activity of the Department, such as, but not limited to willful absence from one's position, sick-in, or stoppage work or abstinence of interference in whole, or in part from the full, faithful and proper performance of duties of employment without the lawful approval of the City.

G. The term "confidential employee" means an employee whose unrestricted access to confidential personnel files or whose functional responsibilities or knowledge in connection with the issues involved in dealings between the City and the City Employees would make his/her membership in an employee organization incompatible with his/her official

1 duties.

2 SECTION 4. RIGHTS OF EMPLOYEES. City Employees all have the
3 right to bargain collectively with the City and to be represented
4 by such labor organizations as selected by the majority of Employees
5 in an appropriate unit with respect to factors. The unit shall be
6 recognized as the exclusive representative, unless and until such
7 recognition is withdrawn by a vote of the majority Employees in the
8 unit. All elections shall be by secret ballot.

9 SECTION 5. PAYROLL DEDUCTION OF EMPLOYEES' ORGANIZATION FEES.
10 The City shall, upon written receipt of the authorization of a City
11 employee, deduct from the pay of that employee any fee designated
12 or certified by the appropriate officer of an Employees' organization
13 and shall remit those fees to the Employees' organization.

14 SECTION 6. DUTIES

15 A. It shall be the obligation of the City to meet and bargain
16 in good faith with the representative or representatives
17 of the Bargaining Unit(s) within five (5) days after receipt
18 of written requests for meeting for collective bargaining
19 purposes. Notices for collective bargaining shall be given
20 to the City by service upon the Controller of the City
21 of Fort Wayne and to the presiding officer of the City
22 Council. The obligation to bargain in good faith shall
23 include the duty to cause any agreement, resulting from
24 such negotiations, to be reduced to writing. A contract
25 may also contain a grievance procedure culminating in final
26 and binding arbitration on unresolved grievances, but such
27 binding arbitration shall have no power to amend, add to,
28 subtract from or supplement provisions of the contract.
29 PROVIDED, HOWEVER, that the term of any such contract in
30 writing shall not exceed three (3) years.

31 B. The person(s) designated by the Mayor to represent the
32 City are hereby authorized to conduct all negotiations.
33 Persons so designated shall not be elected government
34 officials.

35 SECTION 7. IMPASSE. In the event that the Bargaining Unit

1 and the City are unable, within thirty (30) days from and including
2 the date of the first meeting, to reach an agreement on a contract,
3 any and all unresolved issues shall be submitted to mediation and
4 if need be arbitration, unless an extension is agreed upon by the
5 parties in writing. If the selection of a mediator cannot be agreed
6 upon mutually, the Federal Mediation and Conciliation Service shall
7 provide a mediator upon the request of either the City or the exclusive
8 representative. If the Bargaining Unit's representatives and the
9 City, with the assistance of a mediator, are unable within twenty-five
10 (25) days after the date of the first meeting with the mediator to
11 reach an agreement on a contract, any unresolved issues must be
12 submitted to arbitration.

13 SECTION 8. ARBITRATION.

14 A. Within ten (10) days from the expiration date of the
15 twenty-five (25) day period referred to in Section 7 thereof,
16 the bargaining unit and the City shall begin the process
17 of selecting one arbitrator from a list of seven (7)
18 arbitrators (list with resumes of arbitrators will be
19 provided by Federal Mediation and Conciliation Service)
20 by alternately eliminating names until one arbitrator's
21 name remains. Elimination procedure will be determined
22 by drawing of lots and selection must be completed within
23 ten (10) days from receipt of list from Federal Mediation
24 and Conciliation Service. The arbitrator so selected shall
25 be deemed the arbitrator.

26 B. The arbitrator shall call a hearing to be held within ten
27 (10) days after the date of his/her selection. The hearing
28 shall be informal, and the rules of evidence prevailing
29 in judicial proceedings shall not be applicable. Any and
30 all documentary evidence and other data deemed relevant
31 by the arbitrator may be received in evidence. The
32 arbitrator shall have the power to administer oaths to
33 require by subpoena the attendance and testimony of
34 witnesses, the production of books, records and other
35 evidence relative or pertinent to the issues presented

1 to him/her for determination.

2 C. The hearing conducted by the arbitrtator shall be concluded
3 within twenty (20) days from the time of commencement,
4 and within ten (10) days after the conclusion of the hearings
5 the arbitrator shall make written findings and conclusions
6 upon the issues presented, a copy of which shall be mailed
7 or otherwise delivered to the bargaining unit and the City.
8 The arbitrator's decision(s) shall be considered nonbinding,
9 unless the bargaining unit and the City agree prior to
10 aribtration that the decision(s) in certain areas shall
11 be binding upon both parties. Decisions in regard to annual
12 pay and monetary fringe benefits and hours of employment
13 shall be subject to approval by the Common Council in
14 accordance with the statutory authority granted by IC
15 36-4-7-3.

16 D. The arbitrator shall conduct the hearings and render his/her
17 decision upon the basis of a prompt, peaceful and just
18 settlement of all disputes and issues between the bargaining
19 unit and the City with respect to factors. The matters
20 among others, to be given weight by the arbitrators in
21 arriving at a decision shall include:

22 (1) Comparison of factors in respect to City Departments
23 with similar and like factors prevailing in other
24 Second Class cities of Indiana.

25 (2) The interest and welfare of the public

26 (3) Comparison of peculiarities of employment in regard
27 to other trades or professions, in particular:

28 (a) Hazards of employment;

29 (b) Physical qualifications;

30 (c) Educational qualifications;

31 (d) Mental qualifications

32 (e) Job training and skills

33 (4) Such other matters as the arbitrator may deem pertinent
34 or relevant.

35 E. Reasonable fees and necessary expenses of meditation and

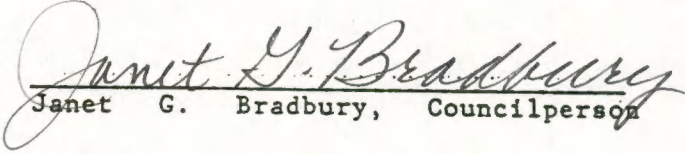
1 arbitration shall be borne equally by the bargaining unit
2 and the City.

3 SECTION 9. PRIOR AGREEMENTS. Any agreements negotiated between
4 the bargaining unit and the City either before, or within thirty
5 (30) days after arbitration shall constitute the collective bargaining
6 contract with respect to City Employees and the City for the period
7 stated therein; PROVIDED, HOWEVER, that such period shall not exceed
8 three (3) years.

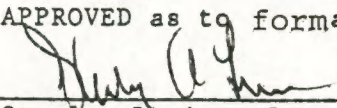
9 SECTION 10. NOTICE PROVISION. Whenever the factors, as herein
10 defined, or any other matters requiring the appropriation of money
11 by the City are included as matters of collective bargaining conducted
12 under the provisions of this Ordinance, it shall be the obligation
13 of the bargaining unit to serve written notice of request for collective
14 bargaining in respect to factors on the City at least One Hundred
15 Twenty (120) days before the last day on which money can be
16 appropriated by the City to cover the contract period which is the
17 subject of the collective bargaining procedure.

18 SECTION 11. SEVERABILITY PROVISION. If any provision of this
19 Ordinance, or application thereof to any person or circumstances,
20 is held unconstitutional or otherwise invalid, the remaining provisions
21 of this Ordinance shall not be affected thereby.

22 SECTION 12. EFFECTIVE DATE. This Ordinance shall be in full
23 force and effect from and after its passage and approval by the Mayor.
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25 
26 Janet G. Bradbury, Councilperson

27 APPROVED as to form and legality:

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29 Stanley Levine, Council Attorney
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24

25
26 Janet G. Bradbury, Councilperson

27 APPROVED as to form and legality:

28 Stanley Levine, Council Attorney
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Read the first time in full and on motion by _____,
seconded by _____, and duly adopted, read the second time
by title and referred to the Committee _____ (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on _____, the _____ day of
_____, 19____, at _____ o'clock _____ M., E.S

DATE: _____

SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by _____,
seconded by _____, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>3</u>	<u>5</u>	<u>1</u>	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	_____	_____	<u>✓</u>	_____	_____
<u>EISBART</u>	_____	<u>✓</u>	_____	_____	_____
<u>GIAQUINTA</u>	_____	<u>✓</u>	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	_____	<u>✓</u>	_____	_____	_____
<u>SCHMIDT</u>	_____	<u>✓</u>	_____	_____	_____
<u>STIER</u>	_____	<u>✓</u>	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: _____

SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. _____
on the _____ day of _____, 19____,

ATTEST:

(SEAL)

SANDRA E. KENNEDY, CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
day of _____, 19____,

_____ o'clock _____ M., E.S.T.

SANDRA E. KENNEDY, CITY CLERK

by me this _____ day of _____,

_____ o'clock _____ M., E.S.T.

WIN MOSES, JR., MAYOR

*Lost on floor
for 3rd time
Motion to refer
to Committee
was defeated.*